

REMARKS

Claims 1-4, 6 and 8 are pending. Claims 5 and 7 have been cancelled. Claim 6 has been amended to make it dependent from claim 1. Claim 8 has been added.

Claims 1-7 have been rejected under 35 U.S.C. 102(e) as being anticipated by Kinemura.

Claim 1 has been amended to further define the claimed invention over the reference. Claim 7 has been cancelled.

Anticipation under 35 U.S.C. § 102 requires the disclosure in a single reference of each element of a claimed invention. *Minnesota Mining & Mfg. Co. v. Johnson & Johnson Orthopaedics, Inc.*, 976 F.2d 1559, 24 USPQ2d 1321 (Fed. Cir. 1992).

As demonstrated below, Kinemura does not disclose each element of the amended claim 1.

In particular, claim 1, as amended, recites a communication assisting apparatus for mediating data transfer between a first data processing apparatus and a second data processing apparatus, comprising:

- a first connection unit connected by wire with said first data processing apparatus, said first connection unit receiving data from said first data processing apparatus;

- a nonvolatile memory for storing therein the data received by said first connection unit;

and

- a second connection unit connected by wireless with said second data processing apparatus, said second connection unit transmitting the data read out from said memory to said second data processing apparatus without permission for data reading from the first data processing apparatus.

Said second connection unit starts sending data stored in said memory after said first connection unit completes receiving the data and storing the data into said memory.

Hence, the communication assisting apparatus of claim 1 includes a non-volatile memory for storing data received by a first connection unit from a first data processing apparatus (via a wired connection). The claimed communication assisting apparatus has a second connection unit that transmits the data read out from the memory to a second data processing apparatus (via a wireless connection) without permission for data reading from the first data processing apparatus.

Kinemura does not teach or suggest transmitting data to a data processing apparatus via a wireless connection without permission of another data processing apparatus coupled via a wired connection.

In particular, the reference discloses a cable modem having a wireless connection to a PC and a wired connection to a TV set. The Examiner considers buffer 5 of Kinemura to correspond to the claimed memory. Buffer 5 stores information temporarily (col. 3, lines 52-53) for transmitting data from the CATV network to the PC. It is noted that the reference does not disclose that buffer 5 is a nonvolatile memory, as claim 1 requires.

Moreover, the reference does not teach or suggest that the information received by the buffer 5 from the CATV network is transmitted to the PC without permission of the CATV host or other terminal (such as TV monitor) coupled via a wired connection.

Accordingly, Kinemura does not disclose the claimed non-volatile memory, and the claimed second connection unit that transmits data from the memory to a data processing apparatus coupled via a wireless connection without permission of another data processing apparatus coupled via a wired connection in the manner recited in claim 1.

Hence, Kinemura does not anticipate the subject matter of claim 1 within the meaning of 35 U.S.C. 102. *Minnesota Mining & Mfg. Co. v. Johnson & Johnson Orthopaedics, Inc., supra.*

Claims 2-4 and 6 depend from claim 1 and are defined over Kinemura at least for the reasons presented above in connection with claim 1.

Newly added claim 8 recites, *inter alia*, a nonvolatile storage and a processing unit capable of sending the data stored in the nonvolatile storage to the second processing apparatus (by wireless communication) in response to a request from the second processing apparatus and without permission from the first processing apparatus (coupled by wired communication) regarding sending data stored in the nonvolatile storage.

As discussed above, Kinemura does not teach or suggest these features. Hence, the subject matter of claim 8 is clearly defined over the reference.

In view of the foregoing, and in summary, claims 1-4, 6 and 8 are considered to be in condition for allowance. Favorable reconsideration of this application, as amended, is respectfully requested.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 500417 and please credit any excess fees to such deposit account.

Respectfully submitted,

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